

U.S. GOVERNMENT
LEASE FOR REAL PROPERTY

DATE OF LEASE

MAY 25 2011

LEASE NO. LCT04792

THIS LEASE, made and entered into this date by and between: Bridgeport Lafayette 2005 LLC

whose address is: c/o The Hampshire Companies
83 South Street
Morristown, NJ, 07960-4105

and whose interest in the property hereinafter described is that of owner hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the consideration hereinafter mentioned, covenant and agree as follows:

1. LESSOR HEREBY LEASES TO THE GOVERNMENT AND THE GOVERNMENT HEREBY LEASES FROM THE LESSOR THE FOLLOWING DESCRIBED PREMISES: An area of 13,034 Rentable Square Feet (RSF) yielding 10,818 BOMA Office Area Square Feet (BOASF), with a Common Area Factor of 20.48%, of office and general purpose space on the 3rd floor of the building located at 1000 Lafayette Boulevard, Bridgeport, CT, 06604-4725 (hereinafter the "Building"), and identified on the plan entitled "Floor Plans" and attached hereto as Exhibit A and by this reference made a part hereof; including 40 reserved surface parking spaces identified on the plan entitled "Parking Plan" and attached hereto as Exhibit B, all improvements and all amenities being collectively hereinafter referred to as the "Premises" or the "Leased Premises", all of which are leased to the Government together with any and all appurtenances, rights, privileges and easements now or hereafter benefiting, belonging or appertaining thereto, including without limitation use of all common areas and facilities, and rights of ingress and egress to the Building, the Leased Premises and all common areas and appurtenances, to be used for general Government purposes as determined by the General Services Administration.
2. TERM: TO HAVE AND TO HOLD the said Premises with their appurtenances for a term for a term of fifteen (15) years commencing on the earlier of (i) the date on which the government has accepted the space with any interior improvement work to be performed by Lessor as complete, or (ii) August 15, 2012, and ending on the last day of the month in which occurs the fifteenth (15th) anniversary of the commencement date, unless extended or sooner terminated as provided herein or as may be allowed at law or in equity (the "Lease Term").
3. TERMINATION RIGHT: THE GOVERNMENT MAY TERMINATE this Lease in whole or in part at any time on or after the last day of the tenth (10th) year by giving at least one hundred and eighty (180) days prior notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said 180-day period shall be computed commencing with the day after the date of mailing of the notice by the Government.
4. RENEWAL OPTION (intentionally deleted)
5. THE GOVERNMENT SHALL PAY to the Lessor, commencing on the Commencement Date and in accordance with Paragraph 20 of the General Clauses of the Lease, rent as follows:

Years 1 through 5: Annual rent of \$320,924.35 payable at the rate of \$26,743.70 per month, in arrears and;
Years 6 through 10: Annual rent of \$359,961.18 payable at the rate of \$29,996.76 per month, in arrears and;
Years 11 through 15: Annual rent of \$443,154.12 payable at the rate of \$36,929.51 per month, in arrears via Electronic Funds Transfer to:

Bridgeport Lafayette 2005 LLC
c/o The Hampshire Companies
83 South Street
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Rent for a lesser period shall be prorated on a per diem basis.

The Government shall have the right to forty (40) reserved surface lot parking spaces referenced in paragraph 1 at no additional charge. Twenty-nine (29) of these spaces are to be housed in the existing fenced and secure area. The remaining eleven (11) will be marked as reserved but will not be secured with fencing or other means.

Initial/Date:

4/22/11 & [Signature]
Lessor Govt

6. THE LESSOR SHALL FURNISH TO THE GOVERNMENT, for the stated rental consideration specified in Paragraph 5 above and at no further cost or expense to the Government, the following:
- (a) The Leased Premises, and all appurtenances, rights and privileges as described in Paragraph 1 hereof;
 - (b) All requirements including, but not limited to, all services, utilities, compliance activities and efforts, alterations, improvements, build-out (except for lump sum reimbursable items), and maintenance, repair and replacement requirements, all as specified in or contemplated by Solicitation for Offers OCT2008, dated January 31, 2011 (updated March, 30, 2011), (hereinafter, the "SFO"), attached hereto and by this reference made a part hereof;
 - (c) All construction in accordance with the SFO, including, without limitation, all provisions of the Architectural Finish Section of the SFO and the to be delivered Approved Government Layout Drawings;
 - (d) All provisions and specifications of the Lessor's Best and Final proposal dated February 11, 2011, submitted in response to the SFO and the Government's request for Best and Final Offers;
 - (e) All services, including, without limitation, construction drawings and specifications, engineering and architectural services, and all permitting and approval requirements as are necessary to effect the construction and delivery of the Leased Premises in accordance with the requirements described herein; and
 - (f) All rights, reservations of rights, privileges and the like specified in, described by, or contemplated by this Lease.
7. IN REFERENCE TO BUILDOUT AND DELIVERY of the Leased Premises, the Lessor agrees to the following:
- (a) The Government has not yet notified the Lessor of the specific tenant improvements it is requiring pursuant to paragraph 3.2 of the SFO, TENANT IMPROVEMENTS INCLUDED IN OFFER. Upon receipt of the desired scope of tenant improvements, the Lessor is required to provide a construction schedule pursuant to paragraph 5.9 of the SFO, CONSTRUCTION SCHEDULE AND ACCEPTANCE OF TENANT IMPROVEMENTS, for agreement by both parties.
 - (b) Until such time of the Government acceptance of the desired tenant improvements under this lease, the Government shall pay shell and operating rent only as agreed to in this lease agreement. Rent for tenant improvement costs shall commence upon such acceptance of the delivery of the desired tenant improvements and will be amortized over the remaining months of the firm term of this lease agreement in accordance with paragraph 18 of this lease.
 - (c) Government acceptance of the Leased Premises presently as substantially complete is an acknowledgment that the existing layout conditions are acceptable for continued tenancy but is not acceptance of conditions which cannot be 1) fairly discovered by the Government, 2) an acceptance of latent defects, 3) a waiver of on-going compliance with performance-based specifications, standards and requirements, or 4) a certification of compliance with laws, regulations or other approvals or requirements. Lessor shall remain fully responsible for all of these, and shall correct any conditions at its sole cost and expense upon written notice from the Government.
 - (d) Lessor shall promptly notify the Government Contracting Officer of any inconsistency among or between any of the documents referenced herein, and the Contracting Officer shall promptly determine which shall control.
8. FREE RENT AND BROKERAGE COMMISSION: In accordance with paragraph 2.3 of the SFO, "Broker Commission and Commission Credit", Studley, Inc. ("Studley") is the authorized real estate broker representing GSA in connection with this lease transaction. The Lessor and Studley have agreed to a cooperating lease commission of [REDACTED] of the "Aggregate Lease Value" for the initial firm term of this Lease ("Commission"). The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, Studley has agreed to forego [REDACTED] of the Commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED] which shall be due upon lease commencement and the remaining [REDACTED] will be paid to Studley, Inc. upon lease execution. The shell rental portion of the annual rental payments (\$17.47 per RSF x 13,034 RSF = \$227,703.98 or \$18,975.33 per month) due and owing under Paragraph 5 of this lease shall be reduced to fully recapture this Commission Credit. The total reduction in shell rent related to the commission credit is [REDACTED] and shall commence with the first month of the rental payment and continue through the fifth month of the lease term as indicated in the following schedule of adjusted Monthly Rent:
- First Month's Rental Payment of \$26,743.70 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted First Month's Rent
 - Second Month's Rental Payment of \$26,743.70 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Second Month's Rent
 - Third Month's Rental Payment of \$26,743.70 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Third Month's Rent
 - Fourth Month's Rental Payment of \$26,743.70 minus First Month's Rental Abatement of [REDACTED] equals [REDACTED] adjusted Fourth Month's Rent
 - Fifth Month's Rental Payment of \$26,743.70 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Fifth Month's Rent

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9. THE GOVERNMENT SHALL HAVE THE RIGHT but not the obligation, at its sole option and expense, to remove at any time during the term of this Lease any special equipment installed by Lessor for which Lessor was directly reimbursed by the Government as referenced above, unless such item is a fixture integral to the operation of the Building; in no event shall the following be considered fixtures integral to the operation of the Building: roof antenna(e) and/or dishes, [REDACTED]
10. THE GOVERNMENT RESERVES THE RIGHT to provide and install telecommunications, computer cable, conventional furniture, systems furniture and certain special equipment prior to acceptance and occupancy of the Leased Premises. Outside contractors may be hired by the Government to perform this work. The Lessor shall allow early access to the Leased Premises as needed to inspect, measure, deliver and install such furniture, components, infrastructure and/or equipment at no cost or expense to the Government or its contractors. Lessor shall provide advance construction scheduling which shall allow sufficient time for successful completion of the work or installation of furniture, components infrastructure and/or equipment. Lessor shall work closely with the Government and Government contractors to coordinate scheduling of such work or installation at the appropriate stage(s) of construction. In no event shall any such early entry or access be deemed to be an acceptance of the space or the work performed at that point, nor shall any such early entry or access be deemed to in any way to have accelerated the Commencement Date for any purpose. Regarding the Government's Specific Requirements package, any cost incurred as a result of the installation of any item within the Specific Requirement package shall be borne solely by the Government. Consent shall be required of the Lessor prior to the installation of any item within the building's common areas.
11. TAX ADJUSTMENTS: Referencing Paragraph 4.2 "Tax Adjustment" of the SFO, the percentage of Government occupancy of the Building for real estate tax purposes is agreed to be 6.08% (13,034 RSF / 214,444 RSF).
12. OPERATING COSTS: Referencing Paragraph 4.3 "Operating Costs" of the SFO, the base rate for the cost of services (hereinafter, the "Operating Costs Base") shall be \$91,726.86. (\$8.48 per BOASF). This operating cost base shall be subject to annual adjustment as provided for in Paragraph 4.3 of the SFO entitled "Operating Costs".
13. VACANT PREMISES: Referencing Paragraph 4.4 "Adjustment for Vacant Premises" of the SFO, provided that the Government's failure to occupy all or any portion of the Leased Premises does not result from an event of default or failure to perform on the part of Lessor which remains uncured beyond any cure period as may be provided in this Lease, if the Government fails to occupy all or any portion of the Leased Premises or vacates the Leased Premises in whole or in part prior to the expiration of this Lease, rent for such unoccupied portion of the Leased Premises shall be reduced for the entire vacancy period by \$1.50 per BOASF. Any rental paid by the Government after acceptance of the Leased Premises as described herein but prior to actual occupancy shall be less the cost for services and utilities.
14. OVERTIME USAGE: Referencing Paragraph 4.6 "Overtime Usage" of the SFO, the Government shall pay the Lessor for overtime usage of heating, ventilation and air conditioning ordered in full compliance with the requirements of said Paragraph 4.6, at the rate of \$25.00 per hour for the entire leased space outside of the normal building hours of 7:30 a.m. to 6:00 p.m. daily except Saturdays, Sundays, and federal holidays.
15. CHANGE ORDERS: Unless explicitly authorized in advance and in writing by the Contracting Officer, any additional supplies or services, or any change to the specifications, terms or conditions of this Lease (hereinafter a "Change Order"), shall be deemed to be an unauthorized Change in Lease Terms or unauthorized Change Order. The Government shall not pay all or any portion of the cost, charge or expense associated with any such unauthorized Change In Lease Terms or unauthorized Change Order. The Government's occupant tenant is not authorized to administer this Lease and the General Services Administration assumes no responsibility for any costs incurred by the Lessor except as provided herein. All questions and issues pertaining to this Lease shall be referred to the Contracting Officer.
16. REPRESENTATIONS AND WARRANTIES OF LESSOR The Lessor hereby represents and warrants:
- A. That it has the right to enter into and perform its obligations under this Lease and that it has taken all necessary action and procured all necessary consents and grants of authority pursuant to entering into this Lease.
 - B. That no consent, approval or authorization of any person, including any governmental authority or other regulatory agency, is required in connection with the execution or performance of this Lease or the holding or use of the Leased Premises by the Government.
 - C. That (i) it has, or will have prior to the Commencement Date, all permits, certificates, licenses, orders, registrations, authorizations and other approvals (collectively, the "Permits") from all federal, state and local governmental or regulatory

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agencies, bodies, authorities or other public or private entities which it is required to hold or which are required to be issued to it, or which are necessary or desirable for lease of the Premises to the Government for its contemplated uses; (ii) that such Permits constitute all of the Permits which it is required to hold or have received under the laws, rules and regulations applicable to it or its business; (iii) that it is in full compliance with all terms, provisions and conditions thereof; and (iv) that all of such Permits are in full force and effect and none will lapse or be terminated, suspended or otherwise adversely affected upon or by reason of the execution and delivery of this Lease.

17. NOTICES: All notices and other communication which is required or permitted by this Lease shall be in writing and delivered by personal service, sent by registered or certified first class US mail, postage prepaid, properly addressed, or by regular overnight delivery service such as Federal Express,, if intended for the Lessor to Richard Galvin at the address first set forth above, or as follows:

Bridgeport Lafayette 2005, LLC
c/o The Hampshire Companies
83 South Street
Morristown, NJ, 07960-4105

and if intended for the Government, to the below-named Contracting Officer at the following address:

Mark Shinto, Contracting Officer
General Services Administration - Public Buildings Service
New England Region
10 Causeway Street
Room 900
Boston MA 02222

or to such other address as shall be given in writing by any party to the other.

18. TENANT IMPROVEMENT ALLOWANCE: Referencing Paragraphs 3.4 and 3.5 of the SFO, Lessor has included in the rental rate a Tenant Improvement (TI) Allowance in the amount of \$0.00. The Government retains the right to amortize up to \$547,282.62 calculated at \$50.59 per BOMA Office Area Square Foot. If the Government elects to utilize all of or a portion of the allowance during the initial alterations phase, said amount will be amortized over the remaining firm term of the lease at nine (9%) percent in exchange for an increase in rent which shall be memorialized in writing by execution of a Supplemental Lease Agreement. Lessor and Government agree that the TI Allowance (if utilized) shall be fully amortized at the end of the tenth year of the Lease Term. General Conditions fee, General Contractor's fee, Architectural and Engineering fees and Project Management fees shall be negotiated during the design and pricing phase.

19. NOVATION AND CHANGE OF NAME:

- A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).
- B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.
- D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.
- E. The transferee must submit a new GSA Form 3518, Representations and Certifications.
- F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.
- G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.
- H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.
- I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.
- J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

All foregoing information must be received by the fifteenth day of the month in which the transfer of title will be effected. The rent

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for that month, adjusted in accordance with the effective date of transfer, will be processed to the transferor, and the initial rental payment to the transferee, will be processed on the first day of the second month following the transfer of title. If the notification of transfer and related information is not received until the sixteenth day of the month or later in which the transfer of title will be effected, the full contract rental for that month will be forwarded to the transferor. In this instance, it will be the responsibility of both the transferor and the transferee to submit in conjunction with other requested information, a letter of agreement regarding disposition of the monthly rent with respect to the effective date of transfer. In any instance, failure to submit documentation required for a transfer of title will result in a stop payment of rent until such time all documentation is received by the Contracting Officer.

20. RESTRICTION ON DISSEMINATION OF PLANS, DRAWINGS AND SPECIFICATIONS: Associated plans, drawings, or specifications provided under this Lease are intended for use by the Lessor, contractors, subcontractors and suppliers. In support of this requirement, GSA requires Lessor to exercise reasonable care when handling documents relating to building drawings/plans, security equipment, security equipment installations, and contract guard service, by the following means:
- A. Limiting reproduction and/or dissemination of covered materials only to persons/parties related to this acquisition or otherwise authorized to receive such information;
 - B. Making every possible reasonable and prudent effort to prevent unauthorized disclosure of this information;
 - C. Keeping accurate and detailed records as to the identity of persons having access to or receiving copies of plans, drawings or specifications;
 - D. Continuing the efforts required above throughout the entire term of this Lease and for what specific time thereafter as may be necessary; and
 - E. When need for documents has elapsed, destroying all copies.

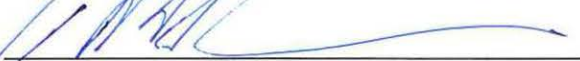
21. ATTACHMENTS: The following documents are attached hereto and by this reference made a part hereof:

- A. Rider #1
- B. SFO OCT2008
- C. Specific Requirements Package
- D. GSA Form 3517, General Clauses
- E. GSA Form 3518, Representations and Certifications
- F. Exhibit A – Floor Plan
- G. Exhibit B – Parking Plan


To the extent of any inconsistency between the terms of this lease (SF2 only) and any of the attachments, the terms of this lease shall govern. The Lessor hereby waives restoration.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR Bridgeport Lafayette 2005 LLC
By: Hampshire Partners Fund VI, LP, its Manager
By: Hampshire Partners LLC, its General Partner

BY  Senior Vice President
Mark S. Rosen (Title)

IN PRESENCE OF: *Michelle Bushnauskas*

 83 South Street, Norristown NJ 07960
(Signature) PRINTED NAME OF WITNESS: (Address of Witness)

UNITED STATES OF AMERICA GENERAL SERVICES ADMINISTRATION

BY  Contracting Officer
Mark Shinto (Official title)

STANDARD FORM 2
FEBRUARY 1965 EDITION

COMPUTER GENERATED FORM (10/91) EXCEPTION TO SF-2
APPROVED BY GSA / IRMS 12-89

Initial/Date: *MS* 4/27/11 & *MS*
Lessor Govt